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to him, and secure its fruits, while prosecuting an appeal to reverse such portions as militate against him.

[Ed. Note.—For other cases, see Appeals and Error, Cent. Dig. §§ 979-983; Dec. Dig. § 161.* 1 Va.-W. Va. Enc. Dig. 475.]

Appeal from Circuit Court, Brunswick County.

Bill by the Camp Manufacturing Company and others against W. R. Carpenter, and others. From a judgment for plaintiffs, defendants appeal. Dismissed.

Marvin Smithey and R. B. Davis, for appellants.
E. P. Buford and E. R. Turnbull, Jr., for appellees.

CAMP MFG. CO. v. CARPENTER.

March 9, 1911.

[70 S. E. 497.]

1. Railroads (§ 64*)—Contract for Right of Way—Requisites of Contract—Certainty.—A contract to convey land for a railroad right of way is not void for uncertainty because it provides that the road can be kept on the land as long as needed.

[Ed. Note.—For other cases, see Railroads, Dec. Dig. § 64.* 11 Va.-W. Va. Enc. Dig. 544; 3 id. 335.]

2. Vendor and Purchaser (§ 231*)—Bona Fide Purchasers—Notice—Records.—A contract to convey land, if recorded within 10 days from its date as required by Code 1904, § 2457, is valid as to a subsequent purchaser, and he takes title with constructive notice, though his deed is recorded first.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 513-539; Dec. Dig. § 231.* 11 Va.-W. Va. Enc. Dig. 685.]

Appeal from Circuit Court, Brunswick County.

Bill by the Camp Manufacturing Company against W. R. Carpenter. From a decree for defendant, plaintiff appeals. Reversed.

E. P. Buford and E. R. Turnbull, Jr., for appellant.
Marvin Smithey and R. B. Davis, for appellee.

FORD et al. v. CHELF.

March 9, 1911.

[70 S. E. 500.]

1. Fraudulent Conveyances (§ 101*)—Relationship between Parties.—Relationship is not a badge of fraud, but a transaction be-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.